



DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

November 29, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

53 November 29, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO FIRE CHIEF TO APPROVE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY,  
THE LOS ANGELES COUNTY FAIR ASSOCIATION AND THE USDA FOREST SERVICE,  
BUREAU OF LAND MANAGEMENT, FOR OPERATION OF ENVIRONMENTAL OUTDOOR  
INTERPRETIVE AND EDUCATIONAL SITE AND OTHER FUTURE AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### SUBJECT

Authorize the Fire Chief to approve the attached Memorandum of Understanding (MOU) between the USDA Forest Service (USFS), Bureau of Land Management (BLM), Consolidated Fire Protection District of Los Angeles County (Fire District), and the Los Angeles County Fair Association (Fairplex) to provide a framework for cooperation for operating the "Americas Great Outdoors" environmental outdoor interpretive and education exhibit at the Los Angeles County Fair; and delegate authority to the Fire Chief to approve future agreements that are similar and routine in nature involving issues such as cooperative assistance, public education, resource management, and soil conservation, that have little or no annual costs to the Fire District.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1) Authorize the Fire Chief of the Fire District to sign the attached MOU between the USFS, BLM, Fire District, and the Fairplex to provide a framework for cooperation to annually operate the "Americas Great Outdoors" environmental outdoor interpretive and education exhibit at the Los Angeles County Fair. The MOU will be effective from the date of last signature through December 31, 2014.

2) Delegate authority to the Fire Chief, or his designee, to enter into other similar MOUs and agreements, reviewed and approved as to form by County Counsel, that are routine in nature involving cooperative assistance, public education, resource management, and soil conservation, that do not to exceed an individual annual billable cost to the Fire District of \$15,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The MOU between the USFS, BLM, Fire District, and the Fairplex provides a framework for cooperation between these agencies to manage an interagency outdoor environmental education exhibit at the Los Angeles County Fair. Routinely, the Forestry Division of the Fire District, in cooperation with other agencies, participates in various programs involving interpretive exhibits, environmental education, resource management, and other forestry outreach activities that promote awareness of our environment and conservation of our natural resources.

In addition, the Fire District is requesting the Board authorize the Fire Chief or his designee to enter into various other routine agreements or MOUs with local agencies that would not exceed a billable cost of \$15,000 annually. These types of agreements may be cooperative in nature and involve public education, resource management, and soil conservation projects that would also promote awareness of our environment, conservation of our natural resources, and public safety.

### **Implementation of Strategic Plan Goals**

Approval of the MOU between the USFS, BLM, Fairplex and Fire District, and the delegation of authority to the Fire Chief or his designee to approve various similar agreements with local agencies at little or no cost are consistent with the Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

There is no cost to the Fire District for the MOU between the USFS, BLM, Fire District, and Fairplex. Your Board's delegation of authority to the Fire Chief or his designee to authorize the approval of various cooperative agreements with other local agencies that involve public education, resource management, or soil conservation through the sharing of resources and for the prevention of soil erosion would not exceed an annual billable cost of \$15,000 per agreement to the Fire District. Sufficient appropriation would be included in the respective fiscal year's budget to fund any such costs incurred by the Fire District.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MOU between the USFS, BLM, Fire District, and the Fairplex will allow the Fire District to participate in operating the "Americas Great Outdoors" environmental outdoor interpretive and education exhibit at the Los Angeles County Fair at no cost to the Fire District. The Los Angeles County Fair is held in September each year and as one of the largest county fairs in the nation, attracting 1.3 million annual visitors. The "Americas Great Outdoors" environmental outdoor interpretive and education site annually attracts 350,000 visitors, of which 100,000 are school-aged

children.

The MOU has been approved as to form by County Counsel. The MOU is effective from the date of last signature through December 31, 2014. Any of the parties may terminate the MOU in whole, or in part, with a 90-day advance notice.

Delegating to the Fire Chief or his designee the authority to enter into various agreements with local agencies involving cooperative assistance, public education, resource management or soil conservation will expedite the approval process and enable the Fire District to participate in various activities that promote these issues. All such agreements approved by the Fire Chief or his designee shall be reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of Fire District services and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

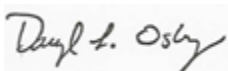
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This MOU and miscellaneous other related arrangements would provide a more efficient response to the needs of the Fire District to participate in interagency programs that promote education and personnel management with the agencies who cooperate with the Fire District.

### **CONCLUSION**

Upon approval, please instruct the Executive Officer of the Board to return an adopted copy of this letter to the Fire District's Planning Division Office at 1320 N. Eastern Avenue, Los Angeles, CA 90063.

Respectfully submitted,



DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer  
County Counsel

Agreement No. \_\_\_\_\_  
Cooperator's No. \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

between

USDA FOREST SERVICE,  
BUREAU OF LAND MANAGEMENT,  
COUNTY OF LOS ANGELES FIRE DEPARTMENT,

and the

LOS ANGELES COUNTY FAIR ASSOCIATION

This Memorandum of Understanding (MOU) is hereby entered into between the USDA Forest Service Angeles National Forest, Bureau of Land Management California Desert District, and County of Los Angeles Fire Department Forestry Division - hereinafter collectively referred to as "Public Agencies Resource Committee" (PARC); and the Los Angeles County Fair Association (LACFA).

A. PURPOSE: The purpose of this MOU is to provide a framework for cooperation between PARC and LACFA to develop and manage an interagency, outdoor, environmental education exhibit known as the "Caring for the Land" site located in the Home and Gardens Neighborhood of FAIRPLEX, Pomona – 1101 W. McKinley Avenue, Pomona, California 91768. This cooperation serves the mutual interest of PARC by providing educational outreach opportunities that focus on outdoor ethics, native California habitats, and wildfire prevention. The "Caring for the Land" site also serves to promote the LACFA mission to "enrich lives by entertaining and educating our diverse community while creating unique and memorable experiences".

The Los Angeles County Fair, held annually in September, is a premier family attraction which provides significant educational and economic benefits to local municipalities, Los Angeles County, and the State of California as a whole. The fair attracts over 1.3 million visitors and ranks fourth in North American fairs and festivals in attendance, thus providing a tremendous opportunity to interact with a diverse representation of residents from our local communities. This includes over 100,000 school children from preschool through twelfth-grade who visit the various education exhibits during the fair as part of the FairKids Discovery Club Field Trips. FairKids Field Trips also provide an opportunity to develop an outdoor classroom on site which will allow programming on a year round basis for both PARC and LACFA. This outdoor classroom component serves the mutual interests for all agencies involved supporting their initiatives for kids in the outdoors; and it serves the FAIRPLEX Education Foundation's Career & Technical Education Center, a program designed to actively engage local diverse youth in natural resource management education. The "Caring for the Land" site will provide a natural, outdoor, experience in an urban setting. Math, science, social studies, art, language arts all come alive using nature as a learning lab. Partnering agencies will be able to engage students in an ongoing, outdoor classroom, environmental experience.

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B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS: Through this MOU LACFA will provide approximately 1-acre of land, located within the FAIRPLEX fair grounds, for ongoing outdoor environmental educational purposes, to be known as the "Caring for the Land" site. This site will be used to provide year round cooperative educational experiences tailored to meet the needs of each cooperating partner as outlined herein and to meet the needs of the public served. This will allow PARC and LACFA to maximize the potential to interact with a diverse representation from our local Southern California communities. In consideration of the above premise, the parties agree as follows:

C. USDA FOREST SERVICE SHALL:

- Provide interpretive planning and development of the site and provide design development;
- Sponsor conservation programs during the fair and other times during the year to assist with PARC and LACFA educational goals and objectives;
- Develop and present hands-on environmental activities and information pertaining to interpretive messages promoted by Forest Service strategic goals and objectives (i.e. interpretive messages that support the Angeles National Forest Land Use Management Plan);
- Develop and present the Southern California Consortium's annual Leadership Camp, allowing for environmental education, outreach, and recruitment activities to strengthen relationships with Hispanic and other diverse communities in Southern California.

D. BUREAU OF LAND MANAGEMENT SHALL:

- Provide interpretive planning and development of the site and provide design development both monetary and in-kind;
- Sponsor conservation programs during the fair and other times during the year to assist with PARC and LACFA educational goals and objectives;
- Assist in instructing and developing a Regional Occupational Program (ROP) for natural resource management both monetary and in-kind;
- Provide grant writing and grant monitoring for education and volunteer programs at the site;
- Develop and present hands-on environmental activities and information pertaining to interpretive messages promoted by the Bureau of Land Management (i.e. stewardship of public lands, Leave No Trace, Wild Horse and Burro, renewable energy, fire prevention, volunteerism (National Public Lands Day site), and desert ecosystems).

E. COUNTY OF LOS ANGELES FIRE DEPARTMENT SHALL:

- Provide interpretive planning and development of the site;
- Sponsor conservation programs during the fair and other times during the year to assist with PARC and LACFA educational goals and objectives;
- Develop and present hands-on environmental exhibits and information pertaining to interpretive messages promoted by Los Angeles County Fire

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Department Division of Forestry (i.e. fire safety in urban interface zones, urban forestry, and fire-wise landscaping).

F. FAIRPLEX SHALL:

- Provide year round maintenance of site to include grounds, electrical and water.
- Provide assistance both monetary and in-kind (labor) with site development as allowed and at the discretion of LACFA.
- Provide assistance both monetary and in-kind (labor) to assist with ongoing site educational goals and objectives based on the budget and direction of LACFA Discovery Kids and/or CTEC goals.
- Provide access to the site as allowed and at the discretion of LACFA.

G. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to PARC under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts PARC and/or LACFA from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION DATE. The MOU is executed as of the date of the last signature and is effective through December 31, 2014, at which time it will expire unless extended.
5. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, with a 90-day advance notice.

Neither party shall incur any new obligations for the terminated portion of the MOU after the effective date and shall cancel as many obligations as possible.

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6. PRINCIPAL CONTACT. The principal contacts for this MOU are:

Caring for the Land Project Contact	Cooperator Project Contact
Sherry Rollman	Kathy Wadam
Public Affairs Officer	Director of Marketing and Sales
USDA Forest Service, Angeles National Forest.	Los Angeles County Fair Association FAIRPLEX
701 N. Santa Anita Avenue	1101 W. McKinley Avenue
Arcadia, CA 91006	Pomona, CA 91768
Phone: (626) 574-5205	Phone: (909) 865-4238
FAX: (626) 574-5207	FAX:
E-Mail: srollman@fs.fed.us	E-Mail:
Steve Razo	Amy Pond-Cirelli
External Affairs Officer	Attractions & Competitions Supervisor
Bureau of Land Management, California Dessert District	FAIRPLEX
22835 Calle San Juan De los Lagos	1101 W. McKinley Avenue
Moreno Valley, CA 92553	Pomona, CA 91768
Phone: (951) 697-5217	Phone: (909) 865-4043
Fax : (951) 697-5299	Fax: (909) 629-2067
E-Mail: srazo@ca.blm.gov	E-Mail: apond@fairplex.com
Scott Gardner	
Deputy Forester	
County of Los Angeles Fire Department, Forestry Division	
1901 N. Sycamore Canyon Road	
San Dimas, CA 91773	
Phone: (909) 599-4615	
Fax: (909) 599-2468	
E-Mail: sgardner@fire.lacounty.gov	

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Caring for the Land Administrative Contact	Cooperator Administrative Contact
Jim Hall	Dan Harden
Fire Prevention Officer	Director of Education
USDA Forest Service	Career & Technical Education Center
Angeles National Forest	Fairplex Education Foundation
4503 W. William Barnes Avenue	1101 W. McKinley Avenue
Lancaster, CA 93536	Pomona, CA 91768
Phone: (661) 723-2754	Phone: (909) 865-4640
FAX: (661) 723-2710	FAX: (909) 629-2067
E-Mail: jhall02@fs.fed.us	E-Mail: harden@fairplex.com
Chuck Robbins	
Mitigation and Education Specialist	
Bureau of Land Management	
California Desert District	
1147 E 6 <sup>th</sup> St	
Corona, CA 92879	
Phone: (951) 272-4587	
Fax: (951) 272-4343	
E-Mail: charles.robbs@ca.blm.gov	

7. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.



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8. THE PARTIES HERETO have executed this MOU:

Jody Noiron 4/19/2010  
JODY NOIRON Date  
Forest Supervisor  
USDA FOREST SERVICE, ANGELES NATIONAL FOREST

Steve J. Borchard MAY 19, 2010  
~~STEVEN J. BORCHARD~~ Date  
District Manager  
BUREAU OF LAND MANAGEMENT, CALIFORNIA DESERT DISTRICT

Acting

Daryl L. Osby  
~~P. MICHAEL FREEMAN~~ Date  
Fire Chief  
COUNTY OF LOS ANGELES FIRE DEPARTMENT

Dwight Richards 4/15/10  
DWIGHT RICHARDS Date  
Vice President of Operations  
LOS ANGELES COUNTY FAIR ASSOCIATION

The authority and format of this MOU has been reviewed and approved for signature by:

\_\_\_\_\_  
Name  
USDA FS Agreement Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
BLM Agreement Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
LACOFD Agreement Coordinator

\_\_\_\_\_  
Date